

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

MARGERY A. CARRASCO

Plaintiff,

vs.

**THE LINCOLN NATIONAL LIFE
INSURANCE COMPANY**

Defendants.

CIVIL ACTION NO.:

(removed from the 11th Judicial District
Court of Harris County, Texas, 2016-
00376)

DECLARATION OF JAMES BEYER

I, James Beyer, hereby declare as follows:

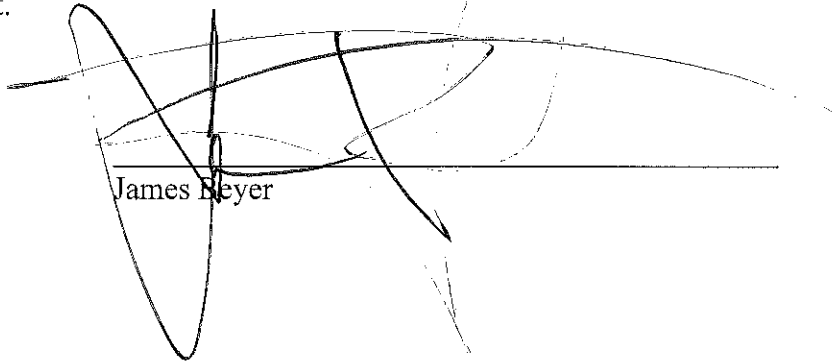
1. My name is James Beyer. I serve as Manager, Appeals for The Lincoln National Life Insurance Company ("Lincoln"). I am competent to make this affidavit and the facts and information testified to herein are within my personal knowledge.

2. Lincoln issued Group Insurance Policy No. 000010062760 ("Policy") to Express Consolidation Systems, Corporation ("Express"), effective September 1, 2004. The purpose of the Policy was to fund an employee welfare benefit plan established and maintained by Express.

3. Attached hereto and marked as Exhibit "1" is a true and correct copy of the Policy. The Policy provides both basic life insurance and accidental death and dismemberment insurance for Express' full-time employees. The Policy is a document maintained in the course Lincoln's regularly conducted business activity.

4. Express contributed all premiums for the Policy, identified employees who would be eligible for coverage under the Policy, and assisted in the submission of claims.

I hereby declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.



James Beyer

EXHIBIT B-1

AMENDMENT NO. 1

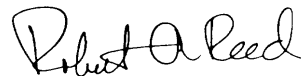
TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010062760

ISSUED TO: Express Consolidation Systems, Corp.

It is agreed that the above policy be amended by removing policy form GL1101-3 91 and replacing it with policy form GL1101-3 91 dated January 1, 2005.

The effective date of this amendment is January 1, 2005; but only with respect to losses incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

Jefferson Pilot Financial Insurance Company



Officer of the Company

Accepted by the Group Policyholder this _____ day of _____ 20____

By _____ Title _____

GL1100 AMEND.



JEFFERSON PILOT
FINANCIAL

**Jefferson Pilot Financial
Insurance Company**

Benefit Partners
8801 Indian Hills Drive
Omaha, NE 68114-4066

800-423-2765

June 29, 2005

Ms. Lori Proscia
Express Consolidation Systems, Corp.
85 Orient Way
Rutherford, NJ 07070

Re: Policy No. 000010062760
Group I.D. EXPCONS

Dear Ms. Proscia:

Enclosed you will find Amendment No. 1 and a revised policy page. As requested we have changed the minimum hour requirement from 40 to 37.5 hours per week. This amendment was effective January 1, 2005.

Also enclosed is an additional copy of Amendment No. 1. Please sign the original and the copy of the amendment. After they are signed, the original is for your records and the copy should be returned to us for our records. It is very important that we receive a signed copy. I have enclosed a self-addressed envelope for your convenience in returning this to us. **If we do not hear from you within 30 days, payment of the required premium will be considered acceptance of the amendment as issued.**

Certificates for Melanie Canamaque, Margery Carraso, Lori Proscia and Milagro Soto are also enclosed.

If you have any questions on this change, please feel free to contact your broker or your Customer Service Representative at 800-423-2765. Thank you for giving Jefferson Pilot Financial Insurance Company an opportunity to serve you.

Sincerely,

Jefferson Pilot Financial Insurance Company

Enclosures

cc: National Association Services, Inc.
Brad McClintock – New Jersey Regional Office



Jefferson Pilot Financial Insurance Company
8801 Indian Hills Drive, Omaha NE 68114-4066
(800) 423-2765 A Stock Company

Group Policyholder:

Express Consolidation Systems, Corp.

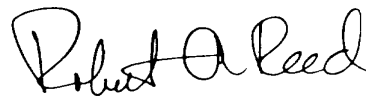
In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, Jefferson Pilot Financial Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on October 1, 2004, and on the same day of each month after that. Policy anniversaries will be each September 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

Jefferson Pilot Financial Insurance Company has executed this Policy at its Home Office in Omaha, Nebraska. The issue date of this Policy is September 1, 2004.


Dennis R. Goss
Chief Executive Officer


Robert A. Reed
Secretary

GROUP INSURANCE POLICY
No. 000010062760
PROVIDING
LIFE INSURANCE
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

TABLE OF CONTENTS

Schedule of Insurance.....	3
Definitions	4
General Provisions	5
Eligibility and Effective Dates for Personal Insurance.....	6
Individual Terminations	7
Premiums and Premium Rates	8
Grace Period.....	9
Policy Termination	9
Beneficiary.....	10
Facility of Payment.....	11
Death Benefit.....	11
Settlement Options	11
Extension of Death Benefit	12
Accelerated Death Benefit	13
Conversion Privilege.....	15
Claims Procedures for Life or Accidental Death and Dismemberment Benefits	17
Accidental Death and Dismemberment Insurance	19
Safe Driver Benefit.....	21
Prior Insurance Credit Provision	22
Notice.....	23

SCHEDULE OF INSURANCE

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

- (1) the first day of the Insurance Month which coincides with or follows the date on which the Insured Person becomes eligible for the increase; provided he or she is Actively at Work on that day;
- (2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the day of the change; whether or not the Insured Person is Actively at Work.

The amount of an Insured Person's Life Insurance shall be reduced by the amount of any Life Insurance in effect as a result of exercising the rights under the Conversion Privilege section of this Policy.

CLASSIFICATION

Class 1 All Full-Time Employees

WAITING PERIOD (For date insurance begins, refer to "Effective Date" section)

- (a) None for employees who were hired on or before the Policy Issue Date.
- (b) 30 days of continuous Active Work for employees who were hired after the Policy Issue Date.

SCHEDULE OF INSURANCE (CONTINUED)**LIFE AND AD&D INSURANCE**

	Amount of Personal Life Insurance	AD&D Insurance Principal Sum
Class 1	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$50,000	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$50,000

Personal Life and AD&D Insurance will be reduced as follows:

- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 25% of the original amount;
- At age 75, benefits will reduce an additional 15% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It also includes:

1. paid commissions averaged over the 12 months just prior to the Determination Date; or over the actual period of employment with the Group Policyholder just prior to that date, if shorter.

It does **not** include bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

Insured Persons are not required to make contributions for Personal Life Insurance and AD&D Insurance.

SCHEDULE OF INSURANCE (CONTINUED)

The following chart applies to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

If any evidence of insurability is required, it will be provided at the Person's own expense.

DEFINITIONS

ACTIVE WORK or **ACTIVELY AT WORK** means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the **GROUP POLICYHOLDER'S** place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered **Actively at Work** on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

COMPANY means Jefferson Pilot Financial Insurance Company, a Nebraska corporation, whose Home Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY OR DATE means at 12:01 A.M., Standard Time, at the **GROUP POLICYHOLDER'S** place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

FULL-TIME EMPLOYEE means an employee of the **GROUP POLICYHOLDER**:

- (1) whose employment with the **GROUP POLICYHOLDER** is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least 37.5 hours each week.

GROUP POLICYHOLDER means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

INSURANCE MONTH means that period of time:

- (1) beginning at 12:01 A.M. Standard Time, at the **GROUP POLICYHOLDER'S** place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a **PERSON** for whom the coverages provided by this Policy are in effect.

PERSON means a **FULL-TIME EMPLOYEE** of the **GROUP POLICYHOLDER**:

- (1) who is a member of an employee class which is eligible for coverage under this Policy; and
- (2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by this Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means this Group Insurance Policy issued by the Company to the Group Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties consists of:

- (1) this Policy and the Group Policyholder's application (a copy is attached); and
- (2) the Insured Persons' enrollment cards, if any.

All statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by this Policy unless a copy of the statement has been furnished to such Insured Person.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made by:

- (1) an endorsement to the Policy signed by an Officer of the Company; or
- (2) an amendment to the Policy signed by an Officer of the Company and the Group Policyholder.

Any change so made will be binding on all persons referred to in this Policy. No agent has the authority to change the Policy nor waive any of its provisions.

INCONTESTABILITY. A statement made by an Insured Person relating to his or her insurability may be used to contest the validity of his or her coverage under this Policy only if:

- (1) the insurance has been in force for less than two years during that Insured Person's lifetime prior to such contest; and
- (2) the statement is contained in a written instrument signed by the Insured Person.

Except for the non-payment of premiums, the Company may not contest the validity of this Policy after it has been in force for two years from its date of issue. This clause will not affect the Company's right to contest claims made for disability, accidental death, or accidental dismemberment benefits.

NONPARTICIPATION. This Policy will not be entitled to share in the surplus earnings of the Company.

BASIS OF RESERVE. The reserve for this Policy will not be less than the reserve computed using:

- (1) the 1970 Intercompany Group Life Disability Valuation Table; and
- (2) interest at not less than three percent per annum.

INFORMATION TO BE FURNISHED. The Group Policyholder may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder will not:

- (1) affect the amount of insurance which would otherwise be in effect; or
- (2) continue insurance which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's records which relate to this Policy.

MISSTATEMENT OF AGE. If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

CERTIFICATES. The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

WORKER'S COMPENSATION. This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE

ELIGIBILITY. A Person becomes eligible for the coverage provided by this Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Waiting Period is completed.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATE. Personal Insurance becomes effective on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the date the Person becomes eligible for the coverage;
- (2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
- (3) the date the Person makes written application for Personal Insurance; and signs:
 - (a) a payroll deduction order, if Insured Persons pay any part of the Policy premium; or
 - (b) an order to pay premiums from the Person's Section 125 Plan account, if Employer contributions are made through a Section 125 Plan; or
- (4) the date the Company approves the Person's coverage, if evidence of insurability is required.

EVIDENCE OF INSURABILITY. Evidence of insurability satisfactory to the Company must be submitted when:

- (1) a Person makes written application for Personal Insurance more than 31 days after becoming eligible for the coverage; or
- (2) a Person makes written application for Personal Insurance after he or she has requested:
 - (a) to cancel Personal Insurance;
 - (b) to stop payroll deductions for the coverage; or
 - (c) to stop premium payments from the Section 125 Plan account.

EXCEPTIONS. If an Insured Person's coverage terminates due to an approved leave of absence or military leave, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within six months after the leave begins;
- (2) the Person applies or is enrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

If an Insured Person's coverage terminates due to a lay-off, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within 12 months after the date the lay-off begins;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

If an Insured Person's coverage terminates because his or her employment ends, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person is rehired within 12 months after employment terminated;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

- (1) the date this Policy terminates;
- (2) the last day of the Insurance Month in which the Insured Person requests termination;
- (3) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
- (4) the date the Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy;
- (5) with respect to any particular insurance benefit, the date the portion of the Policy providing that benefit terminates;
- (6) the date on which the Insured Person's employment with the Group Policyholder or Participating Employer terminates; or
- (7) the date the Insured Person enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work results in termination of insurance; but coverage may be continued as follows:

- (1) If the Insured Person is disabled due to illness or injury, then coverage may be continued until the earliest of:
 - (a) 12 Insurance Months after the disability begins;
 - (b) the date the Person is no longer disabled; or
 - (c) for Life Insurance; the date the Insured Person qualifies for any Extension of Death Benefit under this Policy;provided premium payments are made on his or her behalf.
- (2) If the Insured Person ceases work due to a temporary lay off, an approved leave of absence, or a military leave; then coverage may be continued:
 - (a) for three Insurance Months after the lay off or leave begins;
 - (b) provided premium payments are made on his or her behalf.

TERMINATION OF AN INSURED PERSON'S COVERAGE DURING A DISABILITY WILL HAVE NO EFFECT ON BENEFITS PAYABLE FOR THAT DISABILITY.

PREMIUM RATE SCHEDULE

GRACE PERIOD

A grace period of 31 days from the due date will be allowed for the payment of each premium after the first. The Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

POLICY TERMINATION

TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 31 days' advance written notice of its intent to do so. Until the premium rate has been in effect for at least 12 months, the Company can terminate coverage only if:

- (1) the total number of Insured Persons is less than ten;
- (2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
- (3) part of the premium is paid by Insured Persons and less than 75% of those eligible for coverage are insured;
- (4) the Group Policyholder, without good cause:
 - (a) fails to promptly furnish any information the Company reasonably requires; or
 - (b) fails to perform its duties pertaining to this Policy in good faith;
- (5) the Company's liability is changed as a result of any change in federal, state or local law which affects this Policy;
- (6) the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
- (7) any coverage for one, or more classes ceases to be provided under this Policy; or
- (8) the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if earlier.

After the premium rate has been in effect for at least 12 months, the Company can terminate coverage on any premium due date, by giving 31 days' advance written notice. Such termination may be with respect to this Policy as a whole, to any coverage(s) provided under it, or to any class of Insured Persons under it.

TERMINATION BY GROUP POLICYHOLDER. The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

BENEFICIARY

PAYMENTS TO BENEFICIARY. At an Insured Person's death, the amount of his or her Personal Life Insurance will be paid to the surviving Beneficiary. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to that Insured Person's:

- (1) surviving spouse; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving parent or parents in equal shares; or, if none
- (4) surviving brothers and sisters in equal shares; or, if none
- (5) estate, or in accord with the Facility of Payment section of this Policy.

The amount payable to anyone shown above will be reduced by any amount paid in accord with the Facility of Payment section.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class of relatives to receive payment. The Company will make payment based upon the affidavit it has; unless it receives notice of a valid claim by some other person, at its Home Office, before paying the proceeds. Such payment will release the Company from any further obligation for the Insured Person's life insurance benefit.

If an Insured Person's named Beneficiary dies:

- (1) within 15 days of the Insured Person's death; and
- (2) before the Company receives satisfactory proof of the Insured Person's death;

then payment will be made as if the Insured Person had survived that Beneficiary; unless other provisions have been made.

NAMING THE BENEFICIARY. An Insured Person's Beneficiary will be as shown on his or her enrollment card, unless changed. This Policy may replace a group policy providing similar coverages. In that event, the Beneficiary which the Insured Person named under the prior policy will be the Beneficiary under this Policy, until changed.

CHANGING THE BENEFICIARY. Only the Insured Person, or his or her assignee, may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Home Office. The change will be effective as of the date it was signed; subject to any action the Company takes before receiving notice of the change.

When applying for a conversion policy under the Conversion Privilege Section, an Insured Person must name a Beneficiary. The Beneficiary named for the conversion policy may be someone other than the person named under this Policy. In that event, the application for the conversion policy will be treated as a written notice of change of Beneficiary.

FACILITY OF PAYMENT

Policy benefits may become payable to an Insured Person's estate, to a minor, or to a person who the Company does not consider competent to give a valid release. In that event, the Company has the option to pay one or more of the following:

- (1) a person who has assumed the care and support of the Insured Person or Beneficiary;
- (2) a person who has incurred expense as a result of the Insured Person's last illness or death;
- (3) the personal representative of the Insured Person's estate; or
- (4) any person related by blood or marriage to the Insured Person.

No payment made under this section may exceed \$500. Any payment made in good faith under this section will fully discharge the Company to the extent of the payment. Any remaining amount of benefit will be paid as shown in the Beneficiary section.

DEATH BENEFIT

AMOUNT PAYABLE ON DEATH. Upon receipt of satisfactory proof of an Insured Person's death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of death. This amount is shown in the Schedule of Insurance. The benefit will be paid as shown in the Beneficiary, Facility of Payment, and Settlement Options sections.

SETTLEMENT OPTIONS

INSTALLMENTS. All or part of the death benefit may be received in installments, by making written election to the Company.

ELECTION. While living, an Insured Person may direct the Company to pay the death benefit in installments. If no such direction is in effect at the time of the Insured Person's death, the Beneficiary may make such an election.

CONDITIONS. Any election, whether by an Insured Person or a Beneficiary, must comply with the Company's practices at the time it is made. The amount applied under a settlement option must be at least \$2,000. It must be sufficient to provide a payment of at least \$20 per month.

EXTENSION OF DEATH BENEFIT

BENEFIT. Life insurance will be continued, **without payment of premiums**, for an Insured Person who:

- (1) becomes Totally Disabled while insured under this policy and before reaching age 60;
- (2) remains Totally Disabled for at least 6 months in a row; and
- (3) submits satisfactory proof within the 7th through the 12th months of disability; or:
 - (a) as soon as reasonably possible after that; but
 - (b) not later than the 24th month of disability, unless he or she was legally incapacitated.

PREMIUM PAYMENT. Premium payments must continue until:

- (1) the day the Insured Person is approved for this Extension of Death Benefit; or
- (2) the day this Policy terminates (whichever occurs first).

Upon receipt of satisfactory proof, the Company will refund up to 12 months' premium paid for the Insured Person's life insurance, from the 1st day of Total Disability.

DEFINITION. For this benefit, Total Disability or Totally Disabled means an Insured Person:

- (1) is unable, due to sickness or injury, to engage in any employment or occupation for which such Insured Person is or becomes qualified by reason of education, training, or experience; and
- (2) is not engaging in any gainful employment or occupation.

AMOUNT CONTINUED. The life insurance continued by this section:

- (1) will be the amount of Personal Life Insurance and any Dependent Life Insurance in effect on the day the Insured Person's Total Disability begins; and
- (2) will be subject to the reductions and terminations in effect under this Policy on that day.

If the Insured Person receives an Accelerated Death Benefit, the amount will be reduced in accord with that provision. Any Accidental Death and Dismemberment Benefit will not be continued.

ADDITIONAL PROOF. At any time during this continuation, the Company may require the Insured Person:

- (1) to submit further proof of his or her continued Total Disability; and
- (2) to be examined by a Physician of the Company's choice, as often as reasonably necessary.

After the first two years of Total Disability, the Company will not request proof or an exam more than once a year. Proof will be at the Insured Person's expense; unless the Company requests an exam by a Physician of its choice.

When an Insured Person dies after submitting proof, further proof must be submitted to the Company showing that he or she remained continuously and Totally Disabled until death. When an Insured Person dies within 12 months after Total Disability begins, but before submitting proof; then his or her death benefit will still be paid under the terms of this Policy. But the Company must first receive satisfactory proof of his or her continuous Total Disability, from the last day of Active Work until the date of death.

TERMINATION. Any life insurance extended under this section will terminate automatically on:

- (1) the day the Insured Person ceases to be Totally Disabled;
- (2) the day the Insured Person fails to take a required medical examination;
- (3) the 60th day after the Company mails a request for additional proof, if it is not given;
- (4) the effective date of the Insured Person's individual conversion policy, with respect to any amount of life insurance converted in accord with the Conversion Privilege section; or
- (5) the day the Insured Person reaches Social Security Normal Retirement Age (SSNRA), as shown in the Schedule of Insurance (whichever occurs first).

Discontinuance of this Policy will not terminate any life insurance extended under this section.

RIGHTS AFTER TERMINATION. If Total Disability ends, and the Insured Person **does not return** to a class eligible for Policy coverage; then he or she may exercise the Conversion Privilege. If Total Disability ends, and the Insured Person **does return** to an eligible class; then his or her Policy coverage will resume when premium payments are resumed, and any conversion policy is surrendered as provided below.

CONVERSION POLICIES. If Total Disability ends and the Insured Person returns to an eligible class, after obtaining a conversion policy in accord with the Conversion Privilege section; then that Person's insurance under this Policy will resume when:

- (1) the premium payments for the Person's coverage under this Policy are resumed; and
- (2) the conversion policy is surrendered to the Company, if the amounts of insurance under this policy and the conversion policy combined would exceed:
 - (a) the Person's original amount of insurance under this Policy prior to conversion; or
 - (b) the maximum for which the Person later becomes insured under this Policy, if greater.

Any unearned premium paid for the conversion policy will be refunded.

ONLY ONE DEATH BENEFIT. If a death benefit is paid under this section, an Insured Person is entitled to no other life insurance benefit under this Policy.

ACCELERATED DEATH BENEFIT

BENEFIT. The Accelerated Death Benefit is an advance payment of part of the Insured Person's Personal Life Insurance. It may be paid to the Insured Person, in a lump sum, once during the Insured Person's lifetime.

To qualify, a Terminal Insured Person must:

- (1) (a) have satisfied the Active Work requirement under this Policy; or
(b) have become insured under this Policy in accord with a Prior Insurance Credit Provision, on the day this Policy replaced a similar group life insurance policy containing an Accelerated Death Benefit or Living Benefit provision; and
- (2) have at least \$2,000 of Personal Life Insurance under this Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person for whom the Accelerated Death Benefit is requested.

"Terminal" means the Insured Person has a medical condition which is expected to result in death within 12 months, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, the Insured Person (or his or her legal representative) must send the Company:

- (1) written election of the Accelerated Death Benefit, on forms supplied by the Company; and
- (2) satisfactory proof that the Claimant is Terminal, including a Physician's written statement.

The Company reserves the right to decide whether such proof is satisfactory.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary, assignee or bankruptcy court with an interest in the benefit. (See Limitations 3, 4, and 5.)

NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. ANY AMOUNT WITHDRAWN MAY BE TAXABLE INCOME, SO THE INSURED PERSON SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

AMOUNT OF THE BENEFIT. The Insured Person may elect to withdraw an Accelerated Death Benefit in any \$1,000 increment; subject to:

- (1) a minimum of \$1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
- (2) a maximum of \$250,000 or 75% of the Claimant's amount of Life Insurance (whichever is less).

To determine the Accelerated Death Benefit, the Company will use the Claimant's amount of Life Insurance in force on the day before payment is made.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

EFFECT ON AMOUNT OF LIFE INSURANCE. "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

- (1) the Claimant's amount of Life Insurance in force on the day before the Accelerated Death Benefit was paid; minus
- (2) the amount of the Accelerated Death Benefit withdrawn.

PREMIUM: There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless the Insured Person qualifies for waiver of premium under this Policy's Extension of Death Benefit provision, if included.

CONDITIONS. If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under this Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

EFFECT ON DEATH BENEFIT. When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. The Insured Person's Death Benefit will be paid in accord with the Beneficiary section of this Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

EFFECT ON TAXES AND GOVERNMENT BENEFITS. Any Accelerated Death Benefit amount withdrawn may be taxable income to the Insured Person. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

LIMITATIONS. No Accelerated Death Benefit will be paid:

- (1) if any required premium is due and unpaid;
- (2) on any conversion policy purchased in accord with the Conversion Privilege;
- (3) without the written approval of the bankruptcy court, if the Insured Person has filed for bankruptcy;
- (4) without the written consent of the beneficiary, if the Insured Person has named an irrevocable beneficiary;
- (5) without the written consent of the assignee, if the Insured Person has assigned his or her rights under this Policy;
- (6) if any part of the Life Insurance must be paid to the Insured Person's child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
- (7) if the Claimant is Terminal due to a suicide attempt or intentionally self-inflicted injury, which if committed:
 - (a) while sane or insane;
 - (b) during the first two years the Accelerated Death Benefit provision is in effect on the Claimant's life, under this Policy or any similar group life this Policy replaced; or
- (8) if an Accelerated Death Benefit has been previously paid for the Claimant under this Policy.

REINSTATEMENT. If this Policy lapses due to nonpayment of premium; then this Accelerated Death Benefit provision may be reinstated, along with the Personal Life Insurance. Reinstatement is subject to any evidence of insurability requirements, payment of the required premium, and all other terms of this Policy.

CONVERSION PRIVILEGE - CONVERSION BENEFITS

GENERAL BENEFIT. An individual life policy, known as a conversion policy, may be purchased from the Company without evidence of insurability, if all or part of Insured Person's life insurance, provided by this Policy, terminates for any reason except:

- (1) termination or amendment of the Policy; or
- (2) the Insured Person's request to terminate insurance or cancel payroll deductions.

A conversion policy, may also be purchased from the Company without evidence of insurability if all or part of a Dependent's life insurance, provided by this Policy, terminates due to the Insured Person's:

- (1) termination of employment with the Group Policyholder;
- (2) termination of membership in a class eligible for coverage under this Policy; or
- (3) death.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

Any policy issued under the General Conversion Benefit will:

- (1) be for an amount not to exceed the amount of the life insurance which was terminated less the amount of any group life insurance for which the Insured Person becomes eligible within 31 days after the termination;
- (2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
- (3) be issued at the Insured Person's or Dependent's age at nearest birthday;
- (4) be issued without disability or other supplemental benefits; and
- (5) require premiums based on the class of risk to which the person then belongs.

CONVERSION BENEFIT-POLICY TERMINATION OR AMENDMENT. A conversion policy also may be purchased from the Company if:

- (1) all or a part of anyone's insurance terminates due to amendment or termination of this Policy; and
- (2) that person has been covered continuously under this Policy (or any similar group term life policy which this Policy replaced) for at least five years.

Any conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Benefit except its amount may not exceed the lesser of:

- (1) \$10,000; or
- (2) the Amount of Life Insurance which terminates less the amount of any group life insurance for which the Insured Person becomes eligible within 31 days after the termination.

PROVISIONS APPLICABLE TO ALL CONVERSION POLICIES

EFFECTIVE DATES. The coverage provided by a conversion policy issued under this Section will be effective on the later of:

- (1) its date of issue; or
- (2) 31 days after the date on which the person's life insurance terminated.

NOTICE OF CONVERSION PRIVILEGES-INSURED PERSONS. When an Insured Person's Personal Insurance terminates, written notice of the right to convert will be:

- (1) given personally to the Insured Person;
- (2) mailed by the Group Policyholder to the Insured Person at his last known address; or
- (3) mailed by the Company to the Insured Person at his last known address as furnished by the Group Policyholder.

An additional period in which to convert will be granted if this written notice is not given to the Insured Person at least 15 days before the end of the 31 day conversion period. Any such extension of the conversion period will expire on the earliest of:

- (1) 15 days after the Insured Person is given the written notice; or
- (2) 60 days after the end of the 31 day conversion period even if the Insured Person is never given such notice.

No death benefit will be payable under this Policy after the 31 day conversion period has expired even though the right to convert may be extended.

DEATH DURING CONVERSION PERIOD. The Company will pay a death benefit under this Policy equal to the amount of the life insurance which could have been converted, if the person:

- (1) was entitled to purchase a conversion policy; and
- (2) dies within the 31 day conversion period.

This death benefit will be paid even if no one applied for the conversion policy. If a conversion policy has been issued, the death benefit will be paid under this Policy only if the conversion policy is surrendered to the Company. In that event, the conversion policy will be void; any beneficiary change requested when applying for it will be void; and any premium paid for it will be refunded.

DEATH FOLLOWING A REDUCTION IN COVERAGE. If an Insured Person:

- (1) remains insured under this Policy for a reduced amount of life insurance; and
- (2) converts the amount which is terminated in accord with this Conversion Privilege;

then any death benefits payable under this Policy and the conversion policy combined will not exceed the person's original amount of insurance under this Policy, prior to the reduction.

RE-ENROLLMENT OR INCREASE FOLLOWING CONVERSION. If a Person:

- (1) obtains a conversion policy in accord with this Conversion Privilege; and
- (2) then returns to a class of employees eligible for life insurance (or an increased amount of life insurance under this Policy; and
- (3) as a result, the amount of insurance under this Policy and the conversion policy combined would exceed:
 - (a) the Person's original amount of insurance under this Policy prior to conversion; or
 - (b) the maximum for which the Person later becomes insured under this Policy, if greater;

then that Person's life insurance (or increased amount of life insurance) under this Policy will not take effect until the conversion policy has been surrendered to the Company. Any unearned premium paid for the conversion policy will be refunded.

CLAIMS PROCEDURES FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFITS

NOTE: If this Policy includes an Extension of Death Benefit or a Living Benefit (also called an Accelerated Death Benefit), please refer to that section for special claim procedures.

NOTICE OF CLAIM. Written notice of an AD&D claim must be given within 20 days after the loss occurs. The notice must be sent to the Company's Home Office. It should include:

- (1) the Insured Person's name and address; and
- (2) the number of this Policy.

If it is not reasonably possible to give notice in the time required, the claim will not be reduced or denied solely for this reason; provided notice is given as soon as it is reasonably possible. **This Notice of Claim provision will not apply to a life insurance claim.**

CLAIM FORMS. When notice of claim is received, the Company will send claim forms for filing the required proof. If claim forms are not received within 15 days; then the Insured Person or Beneficiary may send the Company written proof of claim in a letter stating the nature, date and cause of the loss.

PROOF OF CLAIM. The Company must be given written proof of an AD&D claim within 90 days after the date of the loss. If it was not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason; provided the proof is filed as soon as reasonably possible. This time limit will not apply to a life insurance claim.

Proof of claim must be provided at the Insured Person's or Beneficiary's own expense. It must show the nature, date and cause of the loss. Documentation must include:

- (1) a certified copy of the death certificate, for proof of death;
- (2) a copy of any police report, for proof of accidental death or dismemberment;
- (3) a signed authorization for the Company to obtain more information; and
- (4) any other items the Company may reasonably require in support of the claim.

EXAM OR AUTOPSY. At anytime while an AD&D claim is pending, the Company may:

- (1) have the Insured Person examined by a Physician of the Company's choice, as often as reasonably required; and
- (2) deny or suspend benefits if the Insured Person fails to attend an exam, without good cause; or fails to cooperate with the examiner.

In case of accidental death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any life insurance benefits payable under this Policy will be paid immediately upon the Company's receipt of acceptable proof of claim.

Any accidental death or dismemberment benefits payable under this Policy will be paid within 60 days after the Company receives acceptable proof of claim.

TO WHOM PAYABLE. Any benefits payable for the Insured Person's death will be paid in accord with the Beneficiary, Facility of Payment and Settlement Options sections of this Policy. If this Policy includes Dependent Life Insurance, any benefits payable for an insured Dependent's death will be paid to:

- (1) the Insured Person, if he or she survives that Dependent; or
- (2) the Insured Person's Beneficiary, or in accord with the Facility of Payment section; if the Insured Person does not survive that Dependent.

If this Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than the Insured Person's death benefit, will be paid to the Insured Person.

CLAIMS PROCEDURES - CONTINUED

NOTICE OF DELAYED OR CONTESTED CLAIM. If the Company receives written proof of claim, but lacks enough information to determine liability or contests any part of the claim; then the Company will send the Insured Person or Beneficiary a written delay notice. The notice will be sent within 45 days after receiving the claim. It will:

- (1) list any information the Company reasonably requires to determine liability; and
- (2) identify any contested part of the claim and state the reasons.

Any uncontested part of the claim will be paid within 60 days after the Company receives acceptable proof of claim, however.

INTEREST ON LATE CLAIM PAYMENTS. Any AD&D payment which is not made on time will accrue simple interest, at the rate of 10 percent per year. Interest will accrue from:

- (1) the 61st day after the Company receives a complete and uncontested claim; or
- (2) the 91st day after the Company receives the additional information needed to determine liability under an incomplete or contested claim.

This interest provision will not apply to a life insurance claim.

NOTICE OF CLAIM DECISION. Within 90 days after receiving written proof of claim and enough information to determine liability, the Company will send the Insured Person or Beneficiary a written notice of their claim decision. If the Company denies any part of the claim, the written notice will:

- (1) explain the reason for the denial under the terms of this Policy; and
- (2) inform the Insured Person or Beneficiary of the right to a review of the Company's decision.

If the Insured Person or Beneficiary does not receive a written decision within 90 days after the Company receives the claim; then there is a right to an immediate review, as if the claim was denied.

REVIEW PROCEDURE. Within 60 days after receiving a denial notice, the Insured Person or Beneficiary may request a claim review by sending the Company a written request, along with any written comments or other items to support the claim. The Insured Person or Beneficiary may review certain non-privileged information relating to the request for review.

The Company will review the claim and send the Insured Person or Beneficiary a written notice of their decision within 60 days after receiving the request for review; or within 90 days, if special circumstances require an extension. The notice will state the reasons for the Company's decision under the terms of this Policy.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim, full reimbursement to the Company is required within 60 days. If reimbursement is not made, the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from the Insured Person or his or her Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

LEGAL ACTIONS. No legal action to recover any AD&D benefits may be brought until 60 days after the required written proof of claim has been given. No legal action may be brought more than three years after written proof of claim is required to be given. **This Legal Actions provision will not apply to a life insurance claim.**

COMPANY'S DISCRETIONARY AUTHORITY. Except for those functions which this Policy specifically reserves to the Group Policyholder or Employer, the Company has the authority to manage this Policy, to administer claims, to interpret Policy provisions, and to resolve questions arising under this Policy. The Company's authority includes (but is not limited to) the right to:

- (1) establish and enforce procedures for administering this Policy and claims under it;
- (2) determine Employees' eligibility for insurance and entitlement to benefits;
- (3) determine what information the Company reasonably requires to make such decisions; and
- (4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the Insured Person's or Beneficiary's right to request a state insurance department review or to bring legal action.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON. The Company will pay the benefit listed below, if:

- (1) an Insured Person sustains an accidental bodily injury while insured under this provision; and
- (2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

Termination of this Policy or the Insured Person's coverage prior to the date of loss will not prejudice a claim; provided the loss results from an injury sustained while insured under this Policy.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	1/2 Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance.

MAXIMUM PER PERSON. If an Insured Person sustains more than one loss resulting from the same accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
- (3) will not exceed the Principal Sum for all of that person's combined losses resulting from any other covered accident.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to the Insured Person.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

- (1) intentional self-inflicted injury or self-destruction;
- (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
- (3) the claimant's participation in a riot;
- (4) duty as a member of any military, naval or air force;
- (5) war or any act of war, declared or undeclared;
- (6) the claimant's commission of or attempt to commit a felony;
- (7) the claimant's intoxication or being under the influence of any narcotic; unless administered or consumed on the advice of a Physician;
- (8) voluntary inhalation of gas, including carbon monoxide; or
- (9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

DEFINITIONS.

"Beneficiary" means the person(s) named on the Insured Person's enrollment form. The Insured Person may change the Beneficiary by filing a written notice of the change with the Company at its Home Office.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Intoxicated" shall be as defined by the jurisdiction where the accident occurs. If a contributing cause was the claimant's driving a motor vehicle while intoxicated, the exclusion will apply whether or not the driver was convicted.

"Loss of a Member" includes the following:

- (1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint.
- (2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

"Narcotics" means substances which:

- (1) are classified as such by the American Psychiatric Association; and
- (2) are subject to legal restriction or require a Physician's written prescription.

They include (but are not limited to) cannabis, cocaine, opiates, amphetamines, hallucinogens, sedatives, hypnotics and anxiolytics.

SAFE DRIVER BENEFIT

BENEFIT. If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

- (1) an additional Seat Belt Benefit will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
- (2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than \$1,000 per Insured Person. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

- (1) the official accident report; or
- (2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated" or "Under the Influence of Narcotics" shall be defined as by the jurisdiction where the accident occurs.

"Narcotics" means substances which:

- (1) are classified as such by the American Psychiatric Association; and
- (2) are subject to legal restriction or require a Physician's written prescription.

They include (but are not limited to) cannabis, cocaine, opiates, amphetamines, hallucinogens, sedatives, hypnotics and anxiolytics.

"Seat Belt" means a properly installed:

- (1) seat belt or lap and shoulder restraint; or
- (2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

- (1) the Accidental Death and Dismemberment Benefit is not paid under this Policy for the Insured Person's death; or
- (2) at the time of the accident, the Insured Person was driving while intoxicated or under the influence of narcotics (unless administered or consumed on the advice of a Physician).

AMENDMENT TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010062760

ISSUED TO: Express Consolidation Systems, Corp.

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
LIFE INSURANCE CARRIERS**

This provision prevents loss of life insurance coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"Prior Plan" means a prior carrier's group life insurance policy, which this Policy replaced within 1 day of the prior plan's termination date.

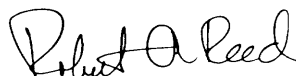
FAILURE TO SATISFY ACTIVE WORK RULE. Subject to payment of premiums, this Policy will provide life coverage for a Person who:

- (1) was insured under the prior plan on its termination date;
- (2) was otherwise eligible under this Policy; but was not Actively-At-Work due to Injury or Sickness on its Effective Date;
- (3) is not entitled to any extension of life insurance under the prior plan; and
- (4) is not Totally Disabled (as defined in the Extension of Death Benefit section of this Policy) on the date this Policy takes effect.

AMOUNT OF LIFE INSURANCE. Until the Person satisfies this Policy's Active Work rule, the amount of his or her group life insurance under this Policy will not exceed the amount for which the Person was insured under the prior plan on its termination date.

This Amendment takes effect on the effective date of coverage under this Policy. In all other respects, this Policy remains the same.

Jefferson Pilot Financial Insurance Company



Officer of the Company

**NOTICE
NEW JERSEY LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of New Jersey who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the New Jersey Life and Health Insurance Guaranty Association.

The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force.

The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The New Jersey Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in New Jersey. You should not rely on coverage by the New Jersey Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer, or for which you have assumed the risk (such as a variable contract sold by prospectus). You should check with your insurance company representative to determine if you are only covered in part or not at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

**The New Jersey Life and Health Insurance Guaranty Association
One Gateway Center, 7th Floor
Newark, NJ 07102**

**State of New Jersey Department of Insurance
20 West State Street CN-25
Trenton, NJ 08625**

The state law that provides for this safety-net coverage is called the New Jersey Life and Health Insurance Guaranty Association Act, N.J.S.A. 17B: 32A-1, et seq. (the "Act").

COVERAGE. The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in New Jersey and hold a life, health or long-term care insurance contract, annuity contract, or if they are insured under a group insurance contract issued by a member insurer.

The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE. However, persons holding such policies are not protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state, whose Guaranty Association protects insureds who live outside that state);
- the insurer was not authorized to do business in that State;
- the policy is issued by an organization which is not a member of the New Jersey Life and Health Guaranty Association.

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate as more fully described in Section 3 of the Act;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE. The Act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract.

With respect to any one insured individual, regardless of the number of policies or contracts, the Association will pay not more than \$500,000 in life insurance death benefits and present value annuity benefits, including net cash surrender and net cash withdrawal values. Within this overall limit, the Association will not pay more than \$100,000 in cash surrender values for life insurance, \$100,000 in cash surrender values for annuity benefits, \$500,000 in life insurance death benefits or \$500,000 in present value of annuities--again no matter how many different types of coverages.

The Association will not pay more than \$2,000,000 in benefits to any one contractholder under any one unallocated annuity contract.

There are no limits on the benefits the Association will pay with respect to any one group, blanket or individual accident and health insurance policy.